



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

April 14, 2025  
Subject: Full Depth Reclamation  
WIN: 027668.00, 027668.40 &  
027668.50  
Location: **Bowdoin**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following change to the Bid Book:

**REMOVE** pages 32 thru 40, "CHIP Field Review Notes".

**REMOVE**, page 65, "SPECIAL PROVISION, SECTION 107, PROSECUTION AND PROCESS", dated 01/31/2025 and **REPLACE** with attached revised "SPECIAL PROVISION, SECTION 107, PROSECUTION AND PROCESS", 1 pages, dated 03/01/2025.

**REMOVE** pages 16 – 23, Contract Agreement, Offer & Award, 2 copies, 4 pages each, and **REPLACE** with the attached Contract Agreement, Offer & Award, 2 copies, 4 pages each, revised April 14, 2025.

The following questions have been received:

**Question:** Will guardrail posts need to be set in concrete over culverts or mounted on top of concrete box culverts? If they will, how many culvert crossings are involved?

**Response:** Please see construction notes for details regarding guardrail work. Remove pages 32-40 from the contract.

**Question:** What is the extent of guardrail repairs? How will this be paid for?

**Response:** Please see construction notes for details regarding guardrail work. Remove pages 32-40 from the contract.

**Question:** Would the department consider moving the completion date back?

**Response:** Please see updated Special Provisions 107

**Question:** What if the project doesn't produce the required amount on Milling to cap the gravel sections with 5" inches at stations 147+50 to 151+00, and 221+00 to 224+00.

**Response:** The Department has material available in that event at our West Gardiner Facility.

**Question:** In the event that the existing pavement is deeper than 9", will the contractor receive additional compensation for continuing to reclaim down?

**Response:** The existing pavement depth is approximately 9 inches and varies in areas from 6 inches to 12 inches in spot locations. It is anticipated that the Contractor will monitor the pavement layer being pulverized and make depth adjustments as the work progresses to ensure that excessive amounts of subbase gravel will not be blended into the reclaimed layer but still deep enough that the entire pavement layer is pulverized.

**Question:** Will we need to set posts in concrete over the culverts? If so, how many?

**Response:** Please see construction notes for details regarding guardrail work. Remove pages 32-40 from the contract.

**Question:** What is the extent of repairs to existing guardrail?

**Response:** Please see construction notes for details regarding guardrail work. Remove pages 32-40 from the contract.

Consider these changes and information prior to submitting your bid on **April 16, 2025**.

Sincerely,



George M. A. Macdougall P.E.  
Contracts & Specifications Engineer

SPECIAL PROVISION  
SECTION 107  
PROSECUTION AND PROGRESS  
(Contract Time)

The contractor will be allowed to commence work on this project as long as all applicable plans required under this contract have been submitted, approved, and a pre-construction meeting held.

The completion date for this contract is **October 18<sup>th</sup>, 2025**.

All work schedule changes must be submitted for approval to the Department a minimum of 48 hours prior to the requested change.

All travel lanes shall be open to traffic and the roadway in safe operating condition when the contractor suspends work for holidays or extended periods of time as directed.

Absences must be requested at least 72 hours in advance and are subject to Department approval based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, etc. The Contractor must assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved absences. The Contract Completion Date will not be modified due to approved absences.

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WINS 027668.00, 027668.40 & 027668.50 for Full Depth Reclamation & 1½" Overlay in the town of Bowdoin, County of Sagadahoc, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; performing construction quality control including inspection, testing and documentation; providing all required documentation at the conclusion of the project; warranting its work; and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract. Payment shall be made as provided in the same.

### B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 18, 2024**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

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**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**WINs 027668.00, 027668.40 & 027668.50 - for Full Depth Reclamation & 1½” Overlay - in the town of Bowdoin, County of Sagadahoc, State of Maine**, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_

Witness

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
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The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

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(Name and Title Printed)

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This award consummates the Contract, and the

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Date

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By: Bruce A. Van Note, Commissioner

\_\_\_\_\_  
Witness